

1. INTRODUCTION

- 1.1 The present Special Terms and Conditions for Obtaining and Operating the Digipass DP770 shall be read in conjunction with the Terms and Conditions of the 1bank Service as well as the instructions for the Use and Operation of the Digipass DP770 which shall be posted on the Bank's official website, as these shall be amended by the Bank from time to time and shall form an integral part of the agreements and/or the terms for obtaining the Device/Mechanism for the generation of Single Use Codes and in particular the Digipass DP770.
- 1.2 In case of a physical entity, the User or in case of a legal entity, the User and its Directors, hereby declares/declare that he/she has/they have carefully read, understood and agrees/agree, expressly and without reservation, with the content of all the present Special Terms and Conditions for Obtaining and Operating the Digipass DP770, as these shall be amended by the Bank from time to time.

2. DEFINITIONS

"Application" means the written application or the application that has been submitted through the 1bank Service for the purpose of obtaining the Digipass DP770.

"Account Holder" shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

"Account" shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

"Device/Mechanism for the Generation of Single Use Code" shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

"Bank" means the Bank of Cyprus Public Company Ltd.

"Third Parties" shall have the same meaning and interpretation as prescribed and/or declared in the

Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

"Digipass DP770" means the Device/Mechanism for the Generation of Single Use Codes provided by the Bank for the purpose of carrying out financial and/or other instructions through the 1bank Service.

"1bank Service" shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

"User" shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

3. ELIGIBILITY CRITERIA

- 3.1 The Bank's customers that are residents of the People's Republic of China have the right to use the Digipass DP770 provided that they apply by completing and submitting the relevant Application to the Bank and/or submit their request through the 1bank Service if they are an existing holder of a Device/Mechanism for the Generation of Single Use codes.
- 3.2 It is clarified that if the Account Holder is not currently a holder of a Device/Mechanism for the Generation of Single Use Codes, then the relevant Application may not be submitted through the 1bank Service.
- 3.3 The Bank may, at its absolute discretion, without giving any reason, refuse to accept the relevant Application for Obtaining a Digipass DP770.

4. DAILY PAYMENT LIMITS

- 4.1 The limits for daily payments that will apply are those agreed in the relevant Application.
- 4.2 In case of an existing holder of Device/Mechanism for the Generation of Single Use Codes and in the event that the relevant Application is submitted through the 1bank Service, it is clarified that the existing limits shall apply. Nevertheless, it is possible to amend the limits if the Account Holder and/or

the User apply in writing to the Bank for the purpose of signing the relevant documents.

- 4.3 In case of an existing holder of a Device/Mechanism for the Generation of Single Use Codes and in the event that the relevant Application is submitted in writing, it is clarified that the limits that apply are those agreed in the relevant Application.

5. OPERATION OF THE DIGIPASS DP770

- 5.1 Without prejudice to the above terms, it is clarified that for the initialization of the Digipass DP770 a network is not required.
- 5.2 In the event that the Account Holder is a physical entity, the User, or in the event that the Account Holder is a legal entity, the User and its Directors, by signing and submitting the relevant Application to the Bank confirms/confirm that he has/they have read, fully understood and agree to follow the instructions of the Digipass DP770 which are posted on the official website of the Bank and which shall be amended by the Bank from time to time.
- 5.3 In the event that the User has used his/her Digipass "PIN" erroneously for 5 consecutive times, the Digipass DP770 will be locked and the User should contact the 1bank Service to unlock it.

6. INSTRUCTIONS BY FAX

It is clarified that in the event that the Account Holder is a physical entity, he/she, or in the event that the Account Holder is a legal entity, its Directors, by signing a relevant authorization and letter of indemnity for sending instructions through fax, the authorized sender has the option to send instructions through fax to the Bank, the authenticity of which will be confirmed by indicating thereon the secret single use password that will be produced by the Digipass DP770 of the User.

7. LIMITATION OF LIABILITY AND SECURITY

- 7.1 Without prejudice to term 7 of the Terms and Conditions of the 1bank Service, the User

agrees not to give or make available the "PIN" and/or the Digipass DP770 and/or any other credentials to any unauthorized person(s) and the User agrees that he/she will be liable for all acts carried out by any person to whom such credentials are erroneously given.

- 7.2 If the User believes that his/her "PIN" and/or Digipass DP770 and/or any other credentials have been lost or stolen, damaged or exposed to abuse or is likely or suspected that they have been misused or used in an unauthorized manner without his/her consent and/or that the Digipass DP770 is malfunctioning and/or not working properly, he/she must immediately inform the Bank upon becoming aware of this fact by using the contact details set out in term 7.2 of the Terms and Conditions of the 1bank Service and which are repeated herein below.

Contact Details:

Bank of Cyprus Public Co Ltd, 97, Kyrineias Av, 2nd Floor, Plati Aglantzia, 2113 Nicosia, Cyprus. Tel. 800 00 800 (local calls) or 00357 22 128000 (international calls), Monday to Friday between 07:45 to 20:00, and on weekends from 09:00 until 17:00 (except Bank Holidays) or by contacting any branch of the Bank.

- 7.3 The User is responsible for the safekeeping of his/her Digipass DP770 as well as any other credentials and for preventing their fraudulent use, by making all necessary arrangement for their safety including, without limitation, the following:
- i. he/she shall not reveal the "PIN" for the use of their Digipass DP770 to any other person
 - ii. he/she shall not reveal the secret single use codes and/or the Serial number to any other person
 - iii. he/she shall not write down the secret single use code and/or the Serial number on anything that can be carried or connected with the Device/Mechanism for the Generation of Single Use Codes or in other

form that would be intelligible or otherwise accessible to another person.

iv. he/she shall not take any other action or omission that may allow the improper or unauthozed use and/or access of the Digipass DP770

7.4 The User undertakes to comply with the Special Terms and Conditions for Obtaining and Operating the Digipass DP770 and the Terms and Conditions of the 1bank Service, as may be amended by the Bank from time to time and which are intended to minimize the risk of unauthorized use of the Digipass DP770. The Bank shall not be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to be the result of or caused by non-compliance with the above Terms and Conditions.

7.5 The Bank shall not be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to be the result of or caused by theft and/or any other loss of the Digipass DP770 unless the User informs and/or notifies the Bank, in a reasonable manner, by using the contact details, immediately upon becoming aware of the theft and/or loss.

7.6 The Bank shall not be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to be the result of or caused by the wrong use and/or the inability of the User to use the Digipass DP770.

7.7 The User will provide the Bank with all the information that he/she is aware of concerning the circumstances of the loss, theft or misuse and the Bank may supply the Police or any other competent authority which any such information at its sole discretion.

7.8 Each Digipass DP770 provided by the Bank remains the property of the Bank and must be returned to the Bank immediately upon the Bank's request and at any even upon termination of the Service(s) and/or function(s) to which it relates.

7.9 The Bank makes no warranty that the Digipass DP770 supplied shall be error-free. To the fullest extent permitted by law, the Bank excludes all liability for any loss or damage, which may be suffered by the Account Holder and/or any User due to any defects or errors in such device.

8. FEES/CHARGES

8.1 The fees/charges for the provision of the Digipass DP770 are those agreed upon in the relevant Application.

8.2 The Bank reserves the right to charge for additional and replacement of Digipass DP770 devices.

9. APPLICABLE LAW

The present Special Terms and Conditions for Obtaining and Operating the Digipass DP770 and the Terms and Conditions of the 1bank Service are governed and interpreted on the basis of the laws of the Republic of Cyprus and shall be subject to the jurisdiction of Cyprus Courts.

Without prejudice to the above subparagraph, the Bank reserves the right to apply to the Courts of any other country.

10. ACCEPTANCE

In the event that the Account Holder is a physical entity, the User, or in the event that the Account Holder is a legal entity, the User and its Directors, by signing and submitting the relevant Application to the Bank, certifies/certify that he/she has/they have read, fully understood and accepted these Special Terms and Conditions for Obtaining and Operating the Digipass DP770 as well as the Terms and Conditions of the 1bank Service.